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July 8, 2015

Justin Swidler, Esq.
Swartz Swidler LLC
1101 Kings Hwy N., Suite 402
Cherry Hill, NJ 08034

Re: *Campbell v. CR England*
Class Action Settlement Administration Services Estimate

Dear Justin,

We appreciate the opportunity to submit this proposal and cost estimate for class action administration services pertaining to the *Campbell v. CR England*.

For the purposes of this proposal, we applied the following assumptions with respect to KCC's duties:

- Print and mail a 4-page Notice to approximately 11,000 class members;
- Conduct address searches for any Notices returned as undeliverable and re-mail to any new found address;
- Provide a Declaration of Notice Procedures to the parties indicating our compliance with the noticing efforts; and
- Issue checks and Forms W-2 and 1099 to class members, as appropriate.

With experience administering more than 1,500 settlements, KCC provides high-quality and cost-effective class action administration services including pre-settlement consulting, settlement funds escrow, class member data management, legal notification, call center support, claims administration as well as disbursement and tax reporting services. We are a knowledgeable partner who proactively works with you throughout the settlement administration process and are well-positioned to handle your matter immediately.

Our domestic infrastructure, the largest in the industry, includes a 900-seat call center and document production capabilities that handle hundreds of millions of documents annually. Last year, our disbursement services team distributed \$500 billion to payees in the form of 29 million checks and 11 million electronic transfers.

Please contact me with any questions regarding the enclosed case assumptions and cost estimate. We will hold this proposal and estimate open for ninety days from the date of this letter. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Ivie', is written over a light blue horizontal line.

Patrick J. Ivie
EVP, Class Action Services
Tel: 310.776.7385
Cell: 310.795.9742
Email: pivie@kccllc.com



COST SUMMARY & SCOPE OF SERVICES

<u>Description</u>	<u>Estimated Cost</u>
Class Member Data Management	\$4,000
Legal Notification	\$9,175
Disbursement & Tax Reporting	\$40,870
Sub-Total Administration Costs	\$54,045
Plus Estimated Postage	\$9,655
Total Estimated Cost	\$63,700
 Less Client Courtesy Discount	 (\$4,000)
Total Estimated Cost, with Discount	\$59,700

The estimated total cost of the settlement administration as described, including approximately \$9,655 in postage, is \$63,700.

Provided there is no significant change to the scope of work, we will discount our administration costs by \$4,000, reducing the total estimated cost of the administration to \$59,700.

CLASS MEMBER DATA MANAGEMENT

Data and Forms Management

We will process class member data and pre-assign a unique sequential control number to each class member that will be used throughout the administration process. Prior to mailing, the addresses will be updated using the National Change of Address System ("NCOA") to increase mail deliverability and accuracy. Our estimate assumes that the class member data will be delivered in one electronic file in a complete and accurate form.

We will format all relevant documents and will send all document proofs to you for approval prior to printing.

We will store all paper and electronic documentation received throughout the duration of the case. Upon the conclusion of the case, and absent any court orders or client requests pertaining to retention specifications, we will return or dispose of the physical materials within ninety (90) days. Any returned undeliverable mail will be disposed of within 2 days of receipt, absent any court orders or client requests pertaining to retention specifications. The storage of returned undeliverable mail will be billed as incurred.

LEGAL NOTIFICATION

Print and Mail Notice Packet

The notice packet will be sent in a #10 envelope and will include a 4-page Notice. The notice packet will be mailed to class members via First Class U.S. mail. All notice packets returned by the postal service with a forwarding address will be re-mailed to the new address and the class member list will be updated accordingly.

Address Searches and Re-mails

We will track all returned undeliverable mail and conduct address searches using credit bureau information for all returned mail that does not have a forwarding address. We will re-mail to the class members for whom we locate updated address information.



Declaration of Notice Procedures

We will prepare a Declaration of Notice Procedures to report our compliance with all class notification requirements.

DISBURSEMENT AND TAX REPORTING

Disbursement

We will obtain a Taxpayer ID number for the settlement fund and open the settlement fund bank account. We will make distributions to the claimants, attorneys and named plaintiffs, as applicable, in accordance with the terms of the settlement agreement. Our disbursement services include:

- An 8 ½" x 11" sheet with the check printed on safety paper on the bottom one-third and a transmittal letter printed on the top two-thirds;
- Through the Positive Pay system, we will regularly monitor the account for potential fraud;
- Daily updates of the check register to respond to claimant requests for misplaced checks and daily account reconciliation;
- Processing stop payment/re-issue requests, tracking and re-mailing undeliverable checks; and
- Will issue Forms W-2 and 1099 to all appropriate class members as required.

We have assumed that class members were employed in 46 states.

Tax Reporting

All required taxes will be paid from the settlement fund, and we will work with a CPA firm to file all necessary tax returns.



**Administration Services Estimate
Campbell v. CR England**

July 8, 2015

Patrick Ivie; pivie@kccllc.com; 310.776.7385

Key Assumptions Used in Estimate Preparation

Size of Class: 11,000 class members

Case Duration: 3 months

of Electronic, Finalized Data Files Provided (Excel, Access, etc.): 1 file(s)

of States that Employed Class Members: 46

CAFA Notice Required? No

Claims Processing: No

Address Searches: Yes

% of returned notices to be forwarded: 1%

% of returned undeliverable notices: 10%

% of successful address searches: 90%

Media Campaign Required: No

English Only: Yes

of Email Campaigns: N/A

Reminder Mailing: No

Duration of Claims Filing Period: N/A

Type of Telephone Support: None

Type of Website Support: None

SUMMARY OF COSTS

Notice Procedures	\$13,175
Disbursements & Tax Reporting	\$40,870
Sub-Total Administration Costs	\$54,045
Plus Estimated Postage*	\$9,655
Total Estimated Cost**	\$63,700
Less Client Courtesy Discount****	(\$4,000)
Total Estimated Cost, With Discount	\$59,700

NOTICE PROCEDURES	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Data and Forms Set-up					
- Intake and Process Data, Set up Case Management System		30 hrs	\$100.00	\$3,000	
- Format Document(s)		10 hrs	\$100.00	\$1,000	
Sub-total of Data and Forms Set-up					\$4,000
Print/Mail Notice Packet					
- NCOA Updates		11,000 units		\$250	
- 4-Page Notice, #10 Envelope		11,000 units	\$0.29	\$3,190	
- Print Production Management		5 hrs	\$100.00	\$500	
- Forwarding of Returned Mail with USPS Forwarding Addresses	1%	110 units	\$1.05	\$116	
- Data Entry for Re-mails to New Addresses		110 units	\$0.50	\$55	
- Returned Undeliverable Mail	10%	1,100 units			
- Handling of Returned Undeliverable Mail		4 hrs	\$100.00	\$400	
Sub-total of Print/Mail Notice Packet					\$4,511
Address Searches/Re-mails					
- Number of Address Searches Performed		1,100 units	\$0.75	\$825	
- Number of New Addresses Found	90%	990 units			
- Re-mails to Found Addresses		990 units	\$1.05	\$1,040	
- Staff Time for Address Searches/Re-mails		3 hrs	\$100.00	\$300	
Sub-total of Address Searches/Re-mails					\$2,165
Case Management and Declaration of Notice Procedures		25 hrs	\$100.00	\$2,500	
Sub-total of Case Management and Declaration of Notice Procedures					\$2,500
SUB-TOTAL OF NOTICE PROCEDURES					\$13,175

DISBURSEMENTS & TAX REPORTING	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Funds Management, Obtain Tax ID		10 hrs	\$100.00	\$1,000	
Distribution Calculations & Prep		20 hrs	\$100.00	\$2,000	
Initial Payroll Set-up Fee (includes 1 state)				\$575	
Additional States Payroll Set-up (1 hour/add'l state)		45 hrs	\$100.00	\$4,500	
Print/Mail Checks		11,000 cks	\$1.30	\$14,300	
Distribution Management		10 hrs	\$100.00	\$1,000	
Issue Forms W-2 (postage included)		11,000 units	\$1.30	\$14,300	
Issue Forms 1099 MISC/INT		TBD units	\$0.35	TBD	
Forms 1099 Reporting (annual)		1 yrs	\$100.00	\$100	
Returned Undeliverable Checks	1%	110 units			
- Handling of Returned Undeliverable Mail		1 hrs	\$100.00	\$100	
Reissue Checks	1%	110 cks	\$4.50	\$495	
Post-Distribution Follow-up & Reports		15 hrs	\$100.00	\$1,500	
Settlement Fund Tax Returns (annual)		1 yrs	\$1,000.00	\$1,000	
SUB-TOTAL OF DISBURSEMENTS & TAX REPORTING					\$40,870
SUB-TOTAL ADMINISTRATION COSTS					\$54,045
Plus Estimated Postage*					\$9,655
TOTAL ESTIMATED COST**					\$63,700
LESS CLIENT COURTESY DISCOUNT****					(\$4,000)
TOTAL ESTIMATED COST, WITH DISCOUNT					\$59,700



**Administration Services Estimate
Campbell v. CR England**

July 8, 2015

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OTHER SERVICES AND OUT-OF-POCKET EXPENSES	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Other Services and Ad Hoc Reporting, as needed or requested				(standard hourly rates)	
Other Charges and Out-of-Pocket Costs***				(actual)	

* Estimated Postage and Handling.

** Does not include applicable taxes.

*** Includes, but is not limited to long distance calls, overnight shipping, photocopies, storage, PO Box rentals, broker fees, etc.

**** Discount is contingent upon no significant change in the scope of work.

This Class Action Administration Services Estimate and the attached Cost Summary & Scope of Services (together, the "Proposal") are valid for ninety days from 7/8/2015. After such period, KCC reserves the right to amend the Proposal (including, without limitation, by increasing fees and costs) or to withdraw the Proposal in its sole discretion.

All services to be provided to the undersigned (the "Client") and all fees and costs set forth in the Proposal are subject to the terms, specifications, assumptions and conditions set forth in the Proposal and the attached Terms and Conditions (the "Terms of Service").

KCC Class Actions Services, LLC

BY: _____ DATE: _____

TITLE:

Swartz Swidler, LLC

BY: _____ DATE: _____

TITLE:



TERMS AND CONDITIONS

All services to be provided by KCC Class Action Services, LLC (together with its affiliates, "KCC"), including services provided to Client as set forth in the attached Proposal, are subject to the following Terms and Conditions:

1. SERVICES. KCC agrees to provide the services set forth in the Proposal attached hereto (the "Services"). Capitalized terms not otherwise defined herein have the meanings given to such terms in the Proposal. KCC will often take direction from Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that KCC may rely upon, and Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided by Client. Client agrees and understands that KCC shall not provide Client or any other party with any legal advice.

2. PRICES, CHARGES AND PAYMENT. KCC agrees to charge and Client agrees to pay, subject to the terms herein, KCC for its fees and expenses as set forth in the Proposal. Client acknowledges that any estimate in the Proposal is based on information provided by Client to KCC and actual fees and expenses may vary depending on the circumstances and length of the case. Notwithstanding the foregoing, where total expenses are expected to exceed \$10,000 in any single month, KCC may require advance payment from Client due and payable upon demand and prior to the performance of services. KCC's prices are inclusive of commission and other charges and are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, KCC will give thirty (30) days written notice to Client. Client agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with Services, including, but not limited to, transportation, lodging, meals. KCC agrees to submit its invoices to Client and Client agrees that the amount invoiced is due and payable upon receipt.

KCC agrees to submit its invoices to Client and Client agrees that the amount invoiced is due and payable upon receipt. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Client further agrees to pay a late charge (the "Finance Charge"), calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, Client shall give written notice to KCC within twenty (20) days of receipt of the invoice by Client. Client agrees the Finance Charge is applicable to instances where KCC agreed to provide certain pre-settlement work while deferring the billing of said work until the settlement phase.

3. FURTHER ASSURANCES. Client agrees that it will use its best efforts to include provisions reasonably acceptable to KCC in any relevant court order, settlement agreement or similar document that provide for the payment of KCC's fees and expenses hereunder. No agreement to which KCC is not a party shall reduce or limit the full and prompt payment of KCC's fees and expenses as set forth herein and in the Proposal.

4. RIGHTS OF OWNERSHIP. The parties understand that the software programs and other materials furnished by KCC to Client and/or developed during the course of the performance of Services are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by KCC.

5. CONFIDENTIALITY. Each of KCC and Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information. These provisions shall survive termination of Services.

6. BANK ACCOUNTS. At Client's request, KCC shall be authorized to establish accounts with financial institutions as agent for Client or as otherwise agreed by the parties. All Client accounts established by KCC shall be deposit accounts of commercial banks with capital exceeding \$1 billion and an S&P rating of "A" or higher. In some cases, KCC may derive financial benefits from financial institutions resulting from settlement funds and other moneys on deposit or invested with them. These benefits include, for example, discounts provided on certain banking services and service fees.

7. TERMINATION. The Services may be terminated by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to Client, (ii) the failure of Client to pay KCC invoices for more than sixty (60) days

from the date of invoice, or (iii) the accrual of invoices or unpaid services where KCC reasonably believes it will not be paid. Termination of Services shall not relieve Client of its obligations to pay all fees and expenses incurred prior to such termination.

In the event that the Services are terminated, regardless of the reason for such termination, KCC shall reasonably coordinate with Client to maintain an orderly transfer of data, programs, storage media or other materials furnished by Client to KCC or received by KCC in connection with the Services. Client agrees to pay for such services in accordance with KCC's then existing prices for such services.

8. LIMITATIONS OF LIABILITY AND INDEMNIFICATION. Client shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance of Services. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. Client shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that Client becomes aware of with respect to the Services provided by KCC.

Except as provided herein, KCC's liability to Client or any person making a claim through or under Client or in connection with Services for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC's liability for any Losses, whether direct or indirect, arising out of the Services exceed the total amount billed to Client and actually paid to KCC for the Services. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the Services. Except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. The provisions of this Section 8 shall survive termination of Services.

9. FORCE MAJEURE. Whenever performance hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond the performing party's reasonable control, then such performance shall be excused and shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

10. INDEPENDENT CONTRACTORS. KCC is and shall be an independent contractor of Client and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of the Services or these Terms and Conditions.

11. NOTICES. All notices and requests hereunder shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth in the Proposal or to such other address as the party to receive the notice or request so designates by written notice to the other.

12. APPLICABLE LAW. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law principles.

13. ENTIRE AGREEMENT; MODIFICATIONS; SEVERABILITY; BINDING EFFECT. These Terms and Conditions, together with the Proposal delivered pursuant hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. If any provision herein shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. These Terms and Conditions may be modified only by a written instrument duly executed by the parties. All of the terms, agreements, covenants, representations, warranties and conditions of these Terms and Conditions are binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and permitted assigns.